IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

CIVIL REVISION APPLICATION Nos 132 to 137 of 2001
with
CIVIL REVISION APPLICATION No 669 of 2001

For Approval and Signature:

Hon'ble MR.JUSTICE A.K.TRIVEDI

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : YES

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

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VINODKUMAR MANILAL VORA
Versus
ROOPAL PORCELIN INSULATOR

Appearance:
MR SATYEN B RAWAL for Petitioner

CORAM : MR.JUSTICE A.K.TRIVEDI

Date of decision: 03/07/2001

COMMON ORAL JUDGEMENT

1. Heard learned advocate Mr.S.B.Raval for the petitioner in each of the matters.

2. The petitioner has challenged the common order dated 22/12/2000 passed by learned 2nd Joint Civil Judge

(S.D.), Surendranagar in respective suits below applications as stated in the order in the matters except Civil Revision Application No.137 of 2001. That in the matter of Civil Revision Application No.137 of 2001, the petitioner has challenged the order dated 10/1/2001 passed by 2nd Joint Civil Judge (S.D.), Surendranagar below application Exh.13 in the suit as mentioned in the order.

That vide impugned orders, the trial Court has granted unconditional leave to the defendant to defend the suits.

3. It has been submitted on behalf of the petitioner at Bar that the petitioner/plaintiff has filed Summary Suit being Civil Suit Nos.42/99, 60/99, 61/99, 62/99, 63/99, 66/99 and 73/99 based on promissory note and thereby the trial court has erred in exercising the discretion while granting unconditional leave. It is also submitted that the defence raised by the respective defendants being dishonest, the trial Court ought to have passed the conditional order directing the defendants to deposit the principal sum of the Negotiable Instrument.

4. Perusal of the impugned order suggests that the promissory note on which the suits are based, is silent about the contract of interest payable by the respective defendants. That the plaintiff in para-(6) of the plaint has claimed the interest at the rate of 18% p.a. without specifying the period for which the interest is added in the suit claim in the respective suits. The impugned order suggests that the trial Court has considered the aspect that as the amount of interest is claimed on the basis of oral contract, as averred in the plaint, there is a triable issue and on the basis of the same unconditional leave is granted.

5. In over all consideration of the facts and circumstances of the material produced on record, I do not find any jurisdictional error or failure of justice occurring on account of the impugned order and as such interference of the revisional Court is not warranted. As a result, the above stated Civil Revisions Applications fail and stand disposed of as rejected summarily with no order as to costs.

(A.K.Trivedi,J.)

(vrpanchal)*